

ETP Training Agreement

Small Business with 100 or Fewer Employees

Term: _____ to _____
Approved Amount _____
Employer Contribution: _____
Agreement No. _____ ET _____

This ETP Training Agreement (Agreement) is entered into between the Employment Training Panel (ETP) and Entity's Legal Name a California corporation located at City, California (Contractor) for the term set forth above.

This Agreement sets forth the terms and conditions of training cost reimbursement that will be made to Contractor by ETP. The terms and conditions appear in Exhibits A - D identified below:

Exhibits attached and	A. Payment Details Chart
hereby incorporated-	B. Payment Standards
by-reference as part of	C. Performance Standards
this Agreement:	D. General Standards

Training Project Profile _____ Job Creation: Training Of Unemployed Workers

By signature of the authorized representatives shown below, Contractor and ETP agree to the terms and conditions set forth herein, with reference to the "ETP Agreement: Definition of Terms". (See Exhibit D, Party Intent)

Contractor:

ETP:

Signature / Date

Signature / Date

Printed Name and Title

Printed Name and Title

Exhibit A: Payment Details Chart

Job Number	Number of Trainees to Retain	Required Training Hours	<u>Menu</u> Trainee Will Receive One or More of the Following:	Average Cost Per Trainee	Payment Schedule			Wage at Retention
					PP1 Enrollment	PP2 Training Completed	Final Retention Completed	
			*					**
			*					**
			*					**
			*					**

*Business Skills:

*Computer Skills:

*Continuous Improvement:

*Manufacturing Skills:

(**If applicable, indicate health benefits used to meet the ETP minimum wage requirement.)

Exhibit B: Payment Standards

Schedule of Payment. Reimbursement will be in up to three stages of Progress Payments. A Final Payment will be made at completion of the employment Retention period. All reimbursement must be invoiced, and will be paid, on a per-trainee basis. The total payments must be reconciled for all trainees taken as a whole, at the time of Fiscal Closeout. (See Payment Details Chart at Exhibit A.)

First Progress Payment. The first Progress Payment (P1) will be made after completion of eight of hours of training, followed by enrollment. It will not exceed 50 percent of the Average Cost-per-Trainee.

Subsequent Payments. The second Progress Payment (P2) will be made upon completion of training. The Final Payment (F) will each be made at the end of Retention, on a per-trainee basis. Each of these payments will approximate 25 percent of the Actual Cost-per-Trainee with reference to the minimum and maximum hours of training shown in the Payment Details Chart.

Invoicing. Contractor must submit timely and accurate invoices for the Progress Payments and Final Payment in the manner and form specified by ETP. The Fiscal Closeout invoice should be submitted to ETP no later than 30 days after the term of this Agreement has ended.

Overpayment. The Progress Payments and Final Payment are not earned until all Conditions of Reimbursement have been satisfied. Contractor must promptly repay ETP for any overpayments identified at Final Closeout, or in a subsequent Audit. Repayment must include Statutory Interest computed from the first day of the month following delivery of the Notice of Overpayment.

Suspend Payment. ETP may, at its discretion, suspend any payment if it appears Contractor cannot comply with any Condition of Reimbursement or other requirement under this Agreement. ETP shall give Contractor written Notice of the suspension and provide a reasonable opportunity for correction.

Exhibit C: Performance Standards

Approved Amount. ETP will reimburse Contractor for a maximum of _____ in training costs, including administration.

Reimbursement Rate. Contractor will only be reimbursed at an hourly rate, payable on a cost-per-trainee basis. The rate is \$20.00 per hour for Classroom/Laboratory training and Advanced Technology (AT). The rate for Computer Based Training (CBT) is \$8.00 per hour. Overall, administrative costs should not exceed 15% of training costs.

Wages. All trainees must be earning at least the ETP Minimum Wage of _____ an hour inclusive of health benefits after the employment Retention period, as shown in the Payment Details Chart.

Retention. All trainees must be employed by Contractor on a permanent full-time basis throughout the employment Retention period for a given Job Number, as shown in the Payment Details Chart. All trainees must complete Retention within the term of this Agreement.

Hours of Training. At least 8 hours of training are required for each trainee. This may be class/lab or CBT. See the range of minimum and maximum hours under Required Training Hours in the Payment Details Chart.

Class/Lab Training. Contractor will be reimbursed for the actual number of class/lab hours completed on a per-trainee basis, within the minimum and maximum hours for a given Job Number, as shown under Required Training Hours in the Payment Details Chart.

CBT Training. For Computer-Based Training (CBT), trainees must complete entire course and be certified competent by their supervisor. Contractor will be reimbursed only if the trainee completes all hours required for Computer Based Training (CBT), up to the maximum hours shown under Required Training Hours in the Payment Details Chart.

Rosters. Trainees, trainers and supervisors must document attendance at each training session in the form and manner required by ETP. The exception is CBT, where course completion is documented at the end. Contractor must produce proof of attendance upon demand by ETP.

Tracking. Contractor must use the ETP Internet Class/Lab Tracking System for the purpose of documenting attendance and completion of training.

Trainee Enrollment: A trainee is deemed “enrolled” upon his or her registration with ETP after the trainee has completed his or her first eight hours of training.

Contractor must submit a valid Social Security Number (SSN) and demographic information to ETP for each trainee as a condition of enrollment. The demographic information will consist of the trainee’s ethnicity, educational level, gender and age. The SSN and demographic information must be submitted on-line as prescribed by ETP.

Confidentiality. ETP will maintain all SSNs and demographic information in confidence. ETP will only use SSNs to verify wage and employment data. ETP will only use the demographic information to compile training statistics in the aggregate.

Responsibility. Contractor is directly responsible for the administration and delivery of all training.

Menu. ETP will only fund the types of training listed on the Menu for a given Job Number, as shown in the Payment Details Chart.

Training Ratio. The trainer-to-trainee ratio must not exceed 1:20 in a given class/lab course and 1:10 for AT. Trainer-to-trainee ratio is not applicable for CBT.

Trainee Eligibility. Each trainee must have been employed by Contractor for at least 90 days prior to training or otherwise meet the requirements of Unemployment Insurance Code Section 10201(c), or Unemployment Insurance Code Section 10214.5(a). Executives who set company policy are not eligible.

Trainee Activities. No trainee may directly produce goods or deliver services during the hours of training.

Mandatory Training. Contractor represents that all training funded by ETP is for vocational skills that are necessary for the effective performance of the trainee’s job duties. Contractor understands that such training is not “voluntary” within the meaning of state and federal wage orders.

Employer Contribution: Contractor represents that it shall contribute at least _____ in training or related costs associated with this Agreement.

Waivers. Certain waivers may apply to a group of trainees or a type of training within a given Job Number, as identified in the Payment Details Chart.

Modifications. The parties agree that certain terms and conditions of this Agreement may be modified at the request of Contractor with the prior written approval of ETP so long as there is no increase in the approved amount of funding, and no change in the scope or intent of training. The terms and conditions subject to modification are restricted to the following, as may be applicable to the method of reimbursement (standard or variable):

- a) add or delete a Job Number;
- b) expand or reduce the maximum Number of Trainees to Retain in a job number;
- c) redistribute the Number of Trainees to Retain between job numbers; and,
- d) revise the Types of Training identified in the Menu.

Exhibit D: General Standards

Party Intent. In the event of ambiguity, the intent of the parties shall be construed in accordance with the ETP Form 130 and open-meeting discussions at the time the training proposal was considered by the Panel. The “ETP Agreement: Definition of Terms” set forth in the ETP Contractor’s Guide in effect at the time this Agreement is signed shall govern the meaning of terms and phrases used throughout this Agreement.

Audits. ETP has the right, during normal business hours, to examine or audit any and all records, papers and documents related to the delivery of services under this Agreement to the extent ETP deems necessary. This right extends for four years from termination of this Agreement. Audits will be conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS), and may utilize statistical sampling.

Observation. ETP has the right, during normal business hours, to freely observe and monitor the delivery of services under this Agreement with or without the presence of the owner or any other Contractor representative. In particular, ETP has the right to interview trainees, trainers and administrative personnel.

Recordkeeping. Contractor agrees to maintain all rosters, records and other writings that pertain to the delivery of services under this Agreement for a period of no less than four years from termination of this Agreement, or three years from Fiscal Closeout, whichever is later.

Subcontracts. All Subcontracts between Contractor and a third party for administrative services in connection with this Agreement should be filed with ETP in advance. ETP shall not be a party to any Subcontract. In the event of conflict or inconsistency between a Subcontract and this Agreement, the latter shall govern.

Governing Law. This Agreement shall be governed by the laws of the State of California. Company shall comply with all applicable federal, state and local law.

Entire Agreement. This is the entire agreement between the parties and it supersedes any other understanding or writing made between them related to this Agreement.

Amendment. This Agreement may only be amended in a writing signed by both parties, but for non-substantive amendments made at the discretion of ETP. There can be no substantive amendments after the termination date of this Agreement.

Survival. The Audits, Recordkeeping and Governing Law provisions of this Agreement shall survive its termination.

Termination. Either party may terminate this Agreement without cause by serving at least 30 days’ advance written Notice on the other party. However, ETP may terminate this Agreement immediately for cause.

Release from Liability. Contractor hereby releases ETP from liability for any claims, liabilities, losses, damages, costs or expenses (including attorney's fees) that arise from or are related to this Agreement.

Nondiscrimination. Contractor is an equal opportunity employer, and shall remain compliant with all state and federal laws pertaining to fair employment practices during the performance of this Agreement.

Notices. All Notices in connection with this Agreement must be in writing, and shall be effective upon receipt. Notice of termination or material breach and final notice of overpayment must be delivered by certified U.S. Mail with return receipt requested, or by a commercial courier with receipt. Otherwise, notices may be delivered by U.S. Mail, commercial courier, FAX or email. All notices to ETP must be addressed to the manager of a field office or a Sacramento office as appropriate to the subject matter. All notices to Contractor must be addressed to the following authorized representative:

Name / Title

Street Address

City, State Zip

Phone

FAX

E-Mail Address